

07-1503-CD
Chapman Village vs R. Schoening

FILED

NOTICE OF APPEAL

FROM

SEP 13 2007
C/11/50/07RE
DISTRICT JUSTICE JUDGMENTWilliam A. Shaw
Prothonotary/Clerk of Court
COMMON PLEAS No. 2007-1503-CDMAY 2007 FILED
MAY 2007 FILED

NOTICE OF APPEAL M.P.S.

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

ROBERT SCHOENING ET AL

PATRICK N. FORD

NAME OF APPELLANT

66 Redwood Dr

Pentfield

CITY

MAG. DIST. NO. OR NAME OF D.J.

PA

15849

ZIP CODE

DATE OF JUDGMENT

9/6/07

IN THE CASE OF (Plaintiff)

CHAPMAN VILLAGE

(Defendant)

CLAIM NO.

CV 19

LT 49 0000455-07

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Kathy Schaening

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No.

1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon CHAPMAN VILLAGE, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 2007-1503-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Kathy Schaening

Signature of appellant or his attorney or agent

RULE: To CHAPMAN VILLAGE, appellee(s).
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: SEPT. 13, 2007

W.W.

Signature of Prothonotary or Deputy

FILED

SEP 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19_____, by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

COURT OF COMMON PLEAS

CLEARFIELD COUNTY
JUDICIAL DISTRICT

46TR

NOTICE OF APPEAL

FROM

01/11/08 DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-1503-CD

NOTICE OF APPEAL M.P.S.

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

ROBERT SCHOENING ET. AL

NAME OF APPELLANT

66 Redwood Dr

ADDRESS OF APPELLANT

PATRICK N. FORD

MAG. DIST. NO. OR NAME OF D.J.

Penfield

CITY

PA

15849

ZIP CODE

DATE OF JUDGMENT

9/6/07

IN THE CASE OF (Plaintiff)

CHAPMAN VILLAGE

(Defendant)

CLAIM NO.

CV 18

LT 19 0000455-07

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Kathy Schoenning

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon CHAPMAN VILLAGE, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 2007-1503-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Kathy Schoenning

Signature of appellant or his attorney or agent

RULE: To CHAPMAN VILLAGE, appellee(s).
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: SEPT. 13, 19-2007

Wells

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19_____, by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

KATHY SCHOENING
150 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: **CHAPMAN VILLAGE** NAME and ADDRESS

PO BOX 374
DUBOIS, PA 15801

DEFENDANT: **SCHOENING, ROBERT, ET AL.** NAME and ADDRESS
150 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

Docket No.: **LT-0000455-07**
Date Filed: **8/23/07**



THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **CHAPMAN VILLAGE**,

Judgment was entered against **SCHOENING, KATHY** in a

Landlord/Tenant action in the amount of \$ **3,386.95** on **9/06/07** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **175.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by MDJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$ 248.10	-\$.00	\$ 248.10
Physical Damages Leasehold Property	\$.00	-\$.00	\$.00
Damages/Unjust Detention	\$ 3,000.00	-\$.00	\$ 3,000.00
	Less Amt Due Defendant from Cross Complaint	-\$.00	\$.00
	Interest (if provided by lease)	\$.00	\$.00
	L/T Judgment Amount	\$ 3,248.10	\$ 3,248.10
	Judgment Costs	\$ 138.85	\$ 138.85
	Attorney Fees	\$.00	\$.00
<input checked="" type="checkbox"/> Possession granted.	Total Judgment	\$ 3,386.95	\$ 3,386.95
	Post Judgment Credits	\$.00	\$.00
	Post Judgment Costs	\$.00	\$.00
	Certified Judgment Total	\$.00	\$.00

Attachment Prohibited/
42 Pa.C.S. § 8127

This case dismissed without prejudice.

Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

9-6-07

Date

Patrick N. Ford, PAF

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, Magisterial District Judge

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

THIS IS TO NOTIFY YOU THAT:

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The amount of rent per month, as established by the Magisterial District Judge, is \$ **175.00**.

The total amount of the Security Deposit is \$ **.00**

Total Amount Established by MDJ Less Security Deposit Applied = Adjudicated Amount

Rent in Arrears	\$ 248.10 - \$.00 = \$ 248.10
Physical Damages Leasehold Property	\$.00 - \$.00 = \$.00
Damages/Unjust Detention	\$ 3,000.00 - \$.00 = \$ 3,000.00

Less Amt Due Defendant from Cross Complaint - \$ **.00**

Interest (if provided by lease) \$ **.00**

L/T Judgment Amount \$ **3,248.10**

Judgment Costs \$ **138.85**

Attorney Fees \$ **.00**

Total Judgment \$ **3,386.95**

Post Judgment Credits \$ **.00**

Post Judgment Costs \$ **.00**

Certified Judgment Total \$ **.00**

Attachment Prohibited/
42 Pa.C.S. § 8127

This case dismissed without prejudice

FILED
M 12/20/07
SEP 18 2007
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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9-6-07

Date

Patrick N. Ford-pwf

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, Magisterial District Judge

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: **CHAPMAN VILLAGE** NAME and ADDRESS

PO BOX 374
DUBOIS, PA 15801

DEFENDANT: NAME and ADDRESS

SCHOENING, ROBERT, ET AL.
150 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

Docket No.: **LT-0000455-07**
Date Filed: **8/23/07**



THIS IS TO NOTIFY YOU THAT:

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		Judgment Costs	\$ 138.85
		Attorney Fees	\$.00
		Total Judgment	\$ 3,386.95
		Post Judgment Credits	\$.00
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		Certified Judgment Total	\$.00

Attachment Prohibited/
42 Pa.C.S. § 8127

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9-6-07 Date

Patrick N. Ford - PNF

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, Magisterial District Judge

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**

15801

Telephone: **(814) 371-5321**

	Amount	Date Paid
Filing Costs	\$ <u>153.50</u>	8/23/07
Postage	\$ _____	/ /
Service Costs	\$ _____	/ /
Constable Ed.	\$ _____	/ /
Total	\$ _____	/ /

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

**LANDLORD AND
TENANT COMPLAINT**

NAME and ADDRESS

PLAINTIFF:
Chapman Village
PO Box 374
15801
L Dubois, PA

VS.

DEFENDANT:
Robert & Kathy Schoerung and Chri's Swope
150 Chapman Trailer Ct. 511 E. Main St.
Dubois, PA 15801 Reynoldsburg, PA 15851

Docket No.: LT-455-07
Date Filed: 8/23/07



TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is Residential Nonresidential.

Damages for injury to the real property, to wit: abandoned storage trailer - broken glass & wet insulation littered on lot. walls collapsed onto frame 7/12/07 in the amount of: \$ 3000.00 or more estimated

Damages for the unjust detention of the real property in the amount of \$ _____

Rent remaining due and unpaid on filing date in the amount of Residence - \$175
Storage - \$400
\$575. \$ 575.00

And additional rent remaining due and unpaid on hearing date Residence - \$175
Storage - \$100
\$275. \$ 275.00

Attorney fees in the amount of \$ _____

Total: \$ _____

THE PLAINTIFF FURTHER ALLEGES THAT:

1. The location and the address, if any, of the real property is: 150 Chapman Trailer Ct., Lot #29
2. The plaintiff is the landlord of that property.
3. He leased or rented the property to you or to _____ under whom you claim.
4. Notice to quit was given in accordance with law, or
 No notice is required under the terms of the lease.
5. The term for which the property was leased or rented is fully ended, or
 A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: _____ or, _____
6. You retain the real property and refuse to give up its possession.

I, William P. Craig verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C. S. § 4904) relating to unsworn falsification to authorities.

William P. Craig
(Signature of Plaintiff)

(Plaintiff's Attorney)

(Address)

(Phone)

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the magisterial district judge jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on a complaint form at this office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

FILED

SEP 21 2007

012-2011

William A. Shaw
Prothonotary/Clerk of Courts

6K

COMPLAINT COVER SHEET

**In the Court of Common Pleas, Clearfield County,
Pennsylvania**

Myrna Ward and Ronald Ward D/B/A

**Chapman Village,
Plaintiffs**

Vs.

**Robert and Kathy Schoening
Defendant**

:

District Justice Appeal
CASE NO. 2007-1503-CD

:

Type of Pleading
COMPLAINT

:

Filed on Behalf of:
PLAINTIFFS

:

Plaintiffs' address:
PO Box 374
DuBois, PA 15801
814-661-9977

Dated: September 19, 2007

COMPLAINT – NOTICE TO DEFEND

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,	:	
Plaintiffs	:	
	:	District Justice Appeal
Vs.	:	CASE NO. 2007-1503-CD
	:	
Robert and Kathy Schoening	:	Type of Pleading
Defendant	:	COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 Market Street
Clearfield, PA 16830
814-765-2641, extension 1300

COMPLAINT

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,

Plaintiffs

:

District Justice Appeal

Vs.

CASE NO. 2007-1503-CD

:

Robert and Kathy Schoening

Defendant

: Type of Pleading

COMPLAINT

COMPLAINT

NOW, comes the Plaintiffs, **Myrna and Ronald Ward D/B/A Chapman Village** who hereby avers as follows:

1. Plaintiffs are Myrna Ward and Ronald Ward D/B/A Chapman Village whose address is PO Box 374, DuBois, PA 15801.

2. Defendants are Robert and Kathy Schoening, adult individuals, whose last known address is 66 Redwood Drive, Penfield, PA 15849.

3. At all times pertinent hereto, Defendants have rented from Plaintiffs 2 Lots, #29 for a residential mobile home, and a second lot for a second trailer they called their 'storage trailer' from September 2006 to present, at 150 Chapman Trailer Court, DuBois, Clearfield County, PA 15801.

4. Defendants leased the subject premises from Plaintiffs pursuant a continuing oral agreement between the parties.

5. As per the subject lease agreement, the Defendants were obligated to pay rent in the amount of \$175.00 per month for Lot #29 and \$100.00 per month for storage trailer.

6. The Defendants breached the subject lease agreement as follows:

- a. They failed to pay monthly rent due for the storage trailer for the months of May through September 2007 and balance due for September 2007 residential trailer rent.
- b. They failed to finish tearing down and cleaning up storage trailer and surrounding area, thus posing a hazard to other tenants.

7. Defendant stated that clean up would take 7 – 10 days. They requested a cleanup period on July 3rd, 2007, and it was granted by Patrick Ford. As of today, September 19, 2007, the status is described below, and hasn't changed since the unit collapsed in July.

- a. Aluminum exterior was dismantled, thereby leaving insulation exposed to the elements and scattered.
- b. To reclaim aluminum frame of windows, the glass was shattered and left strewn on the ground.
- c. The remaining wood framing could not support the weight of the roof and it collapsed down onto the floor.

8. As a direct result of Defendant's breach, Plaintiffs incurred or will incur the following losses:

a. 2007 rent due:	\$ 548.10
b. Minimum clean up costs of abandoned trailer and debris as deemed reasonably by Patrick Ford:	<u>\$3,000.00</u>
Total	\$3548.10

9. Clean up fees not paid in full before October 6, 2007, are subject to increased costs based on final cleanup discoveries.

10. In the alternative, Defendants have been unjustly enriched in excess of \$3548.10, in that they have received the value of the rental and cleaning services from Plaintiffs but have wholly failed to remunerate Plaintiffs for same.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$3548.10, plus interest, court costs and such other reasonable costs as the court may allow.



Plaintiffs

VERIFICATION

I verify that the statements made in the Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

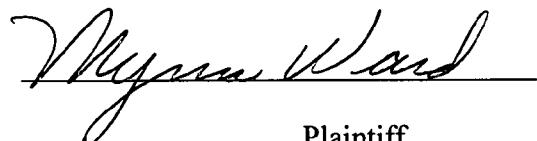


Plaintiff

Certificate of Service

I hereby certify that I served a true and correct copy of the foregoing Complaint to the Defendant by first class mail and certified mail return receipt requested on the Nineteenth (19^h) day of September, 2007 at the following address:

Robert and Kathy Schoening
66 Redwood Drive
Penfield, PA 15849



Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
CIVIL ACTION - LAW

Myrna Ward and Ronald Ward D/B/A,
Chapman Village, : No. 07 - 1503 C.D.
Plaintiffs : Type of Pleading:
vs. : **PRELIMINARY OBJECTIONS**
Robert and Kathy Schoening, : Filed on Behalf of:
Defendants : Defendants
: Counsel of Record for This Party:
: **GEORGE D. KULAKOWSKI, ESQUIRE**
: Supreme Court No.: 35439
: 41 East Main Street
: Sykesville, PA 15865
: (814) 894-5030

FILED ^{1CC}
OCT 10 2001 Atty Kulakowski
GK

William A. Shaw
Prothonotary/Clerk of Courts

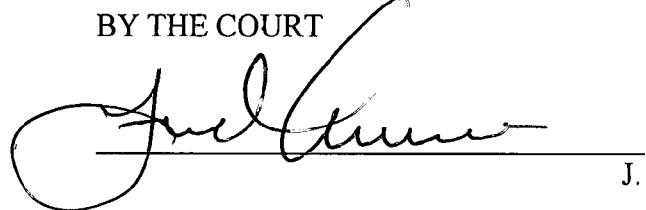
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

Myrna Ward and Ronald Ward D/B/A, : No. 07 - 1503 - C.D.
Chapman Village, :
Plaintiffs :
vs. :
Robert and Kathy Schoening, :
Defendants :
vs.

ORDER

AND NOW, this 12 day of OCT, 2007, it is hereby ORDERED
that argument on Defendant's Preliminary Objections is scheduled for the 14th day of
November, 2007, at 10:00 o'clock A m. before Judge Ammerman at the
Clearfield County Courthouse.

BY THE COURT



J.

FILED
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

Myrna Ward and Ronald Ward D/B/A, : No. 07 - 1503 -C.D.
Chapman Village, :
Plaintiffs :
vs. :
Robert and Kathy Schoening, :
Defendants :
.

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendants, ROBERT and KATHY SCHOENING, by and through their undersigned Attorney, George D. Kulakowski, Esquire, and files the following Preliminary Objections:

GENERAL ALLEGATIONS AS TO ALL COUNTS

1. Plaintiff's Complaint sounds in contract and specifies a lease agreement between the parties and makes a claim for rentals due.
2. Plaintiff's Complaint also demands damages for some sort of tearing down and cleaning up of a storage trailer.
3. Plaintiff's Complaint fails to specify what the terms and conditions of the contract between the parties' were which mandate that the Defendant's are somehow responsible for tearing down and cleaning up of the storage trailer. The Complaint fails to allege the basis for Plaintiff's claim of money due and owing for the alleged failure of the Defendant's to tear down and clean up the trailer.
4. The Defendant's are unable to intelligently respond to the Complaint in that they are unaware of the Plaintiff's position as to what their duties and responsibilities were with regard to this section of the alleged contract.

5. Specifically, Defendant's fail to specify any duty on the part of the Defendant's to engage in the tear down and cleanup activities in that the Defendant's have failed to specify the specifics of the alleged contractual arrangement.

6. In paragraph 8 of their Complaint the Plaintiff's allege minimum cleanup costs of abandoned trailer and debris as deemed reasonably by Patrick Ford in the amount of \$3,000.00

7. The Defendant's are unable to respond to the damages claimed by the Plaintiff's due to the lack of specificity in the pleadings.

COUNT I

MOTION TO STRIKE

8. Paragraphs 1 through 7 are hereby incorporated by reference as though they were set forth in full.

9. Based upon the vague and imprecise pleadings of the Plaintiff's, and failure to state a precise cause of action, and due to Plaintiff's failure to substantiate Plaintiff's duty to act, and failure to substantiate or reasonably define a measure of damages the Plaintiff's Complaint should be stricken with prejudice.

WHEREFORE, the Defendant's demands that this Honorable Court strike the Complaint of the Plaintiff's, with prejudice.

COUNT II

MOTION FOR MORE SPECIFIC PLEADING

10. Paragraphs 1 through 9 are hereby incorporated by reference as though they were set forth in full.

11. Based upon the vague and imprecise pleadings of the Plaintiff's, the Plaintiff's should be compelled to file a more specific Complaint in compliance with all applicable law and the Rules of Civil Procedure.

WHEREFORE, the Defendant's demands that this Honorable Court issue an Order directing the Plaintiff's to file a more specific Complaint.

Respectfully submitted by,



George D. Kulakowski, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD) NO. 2007-1503-CD
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,) Type of Pleading:
v.) AMENDED COMPLAINT
ROBERT and KATHY SCHOENING,) Filed on Behalf of: PLAINTIFFS
Defendants.)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

FILED

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William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint is served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

AMENDED COMPLAINT

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD d/b/a CHAPMAN VILLAGE**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and brings the following Amended Complaint, which the following is a statement:

1. Plaintiffs are Myrna Ward and Ronald Ward, d/b/a Chapman Village, whose address is P. O. Box 374, DuBois, Pennsylvania, 15801.
2. Defendants are Robert and Kathy Schoening, adult individuals, whose last known address is 66 Redwood Drive, Penfield, Pennsylvania, 15849.
3. At all times material hereto, Plaintiffs were the owners of a mobile home court known as Chapman Village and located in Brady Township, Clearfield County, Pennsylvania. By oral agreement entered into between Plaintiffs and Defendants during the year 1995, the Defendants did agree to lease a mobile home lot located at 150 Chapman Trailer Court, Brady Township, Clearfield County, Pennsylvania, for the purpose and placement of a mobile home, and on about September, 2006, by oral agreement entered into between Plaintiffs and Defendants, did agree to lease a second lot located at 150 Chapman Trailer Court for the placement of a storage trailer.

4. Defendants agreed to pay rental in the amount of \$175.00 a month for the mobile home lot and \$100.00 a month for the storage trailer lot.

5. Contrary to the parties oral agreement, the Defendants failed to pay monthly rent due for the storage trailer lot for the months of May through September, 2007, leaving a balance due and owing the Plaintiffs in the amount of \$500.00, and did make a partial payment on the mobile home lot for the month of September, 2007, leaving a balance due and owing of \$48.10.

6. The Defendants did remove themselves from the subject premises in September, 2007, and at the time of their departure, did leave their storage trailer in a state of complete disrepair and destruction thereby requiring the Plaintiffs to remove the storage trailer and return the lot to its previous condition.

7. The Plaintiffs incurred expenses of \$4,490.00 in order to clean and restore the storage trailer lot to its original condition as a result of the actions of the Defendants. A copy of the estimate of Mottmans Towing is attached hereto and made a part hereof.

WHEREFORE, Plaintiffs demand judgment against the Defendants in the amount of \$5,038.10, plus interests and costs of suit.

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III

VERIFICATION

We, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Amended Complaint are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 11-8-07



MYRNA WARD

Dated: 11/8/07



RONALD WARD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

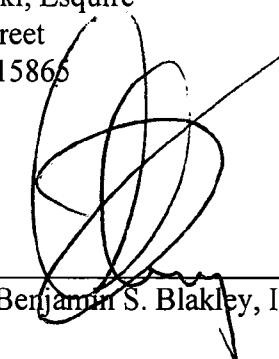
MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Amended Complaint in the above-captioned matter on counsel for the Defendants at the following address as shown below by first-class U.S. Mail, postage pre-paid, on the 9th day of November, 2007:

George D. Kulakowski, Esquire
41 E. Main Street
Sykesville, PA 15865

By:



Benjamin S. Blakley, III

MOTTMANS TOWING

**47 E. Long Ave.
DuBois, PA 15801**

---Estimate---

September 12, 2007

**Chapman Village
PO Box 374
DuBois, PA 15801**

After meeting with you and seeing the Schoening storage trailer and lot, I am submitting the following notes and estimate:

The condition of this trailer and lot are such that on-site demolition is required:

Roof is partially caved in, walls are collapsing, and the frame is unstable.

Wet insulation is strewn about the lot - this will be picked up by hand into garbage bags for disposal.

Large amounts of broken glass from the windows, apparently glass was broken out of individual frames, and frames removed, leaving glass outside the unit. Large sections of glass will be removed first, as it poses a significant danger. Smaller glass will be addressed with, raking, hand picking, where possible.

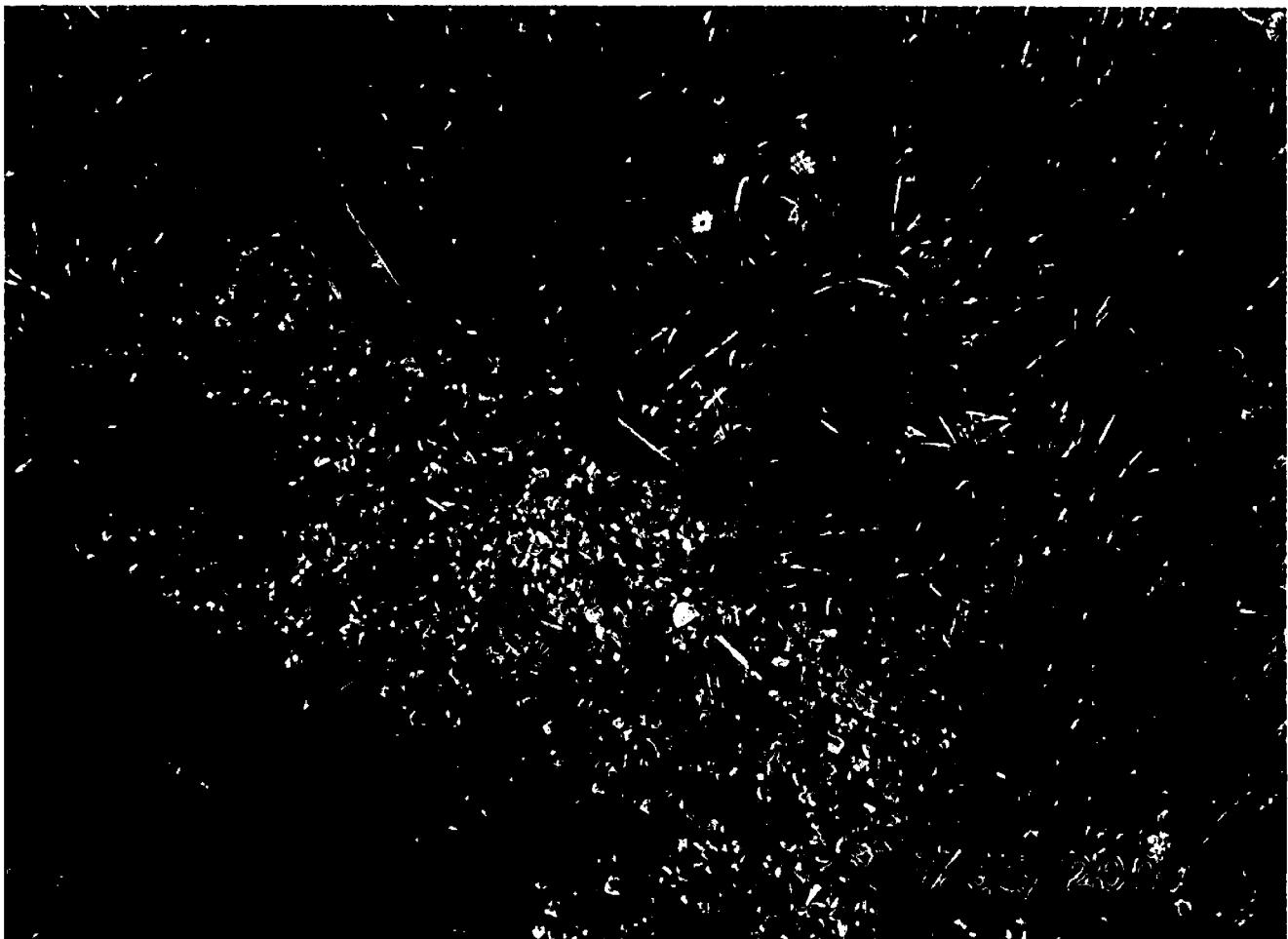
Once unit is disassembled and removed, glass and remaining debris will still need further cleanup. Top layer of soil will be removed because of the glass. It is too late in the year for new grass, we will return before or during May 2008 to plant the grass seed, cover with straw, rake up straw and do first mowing.

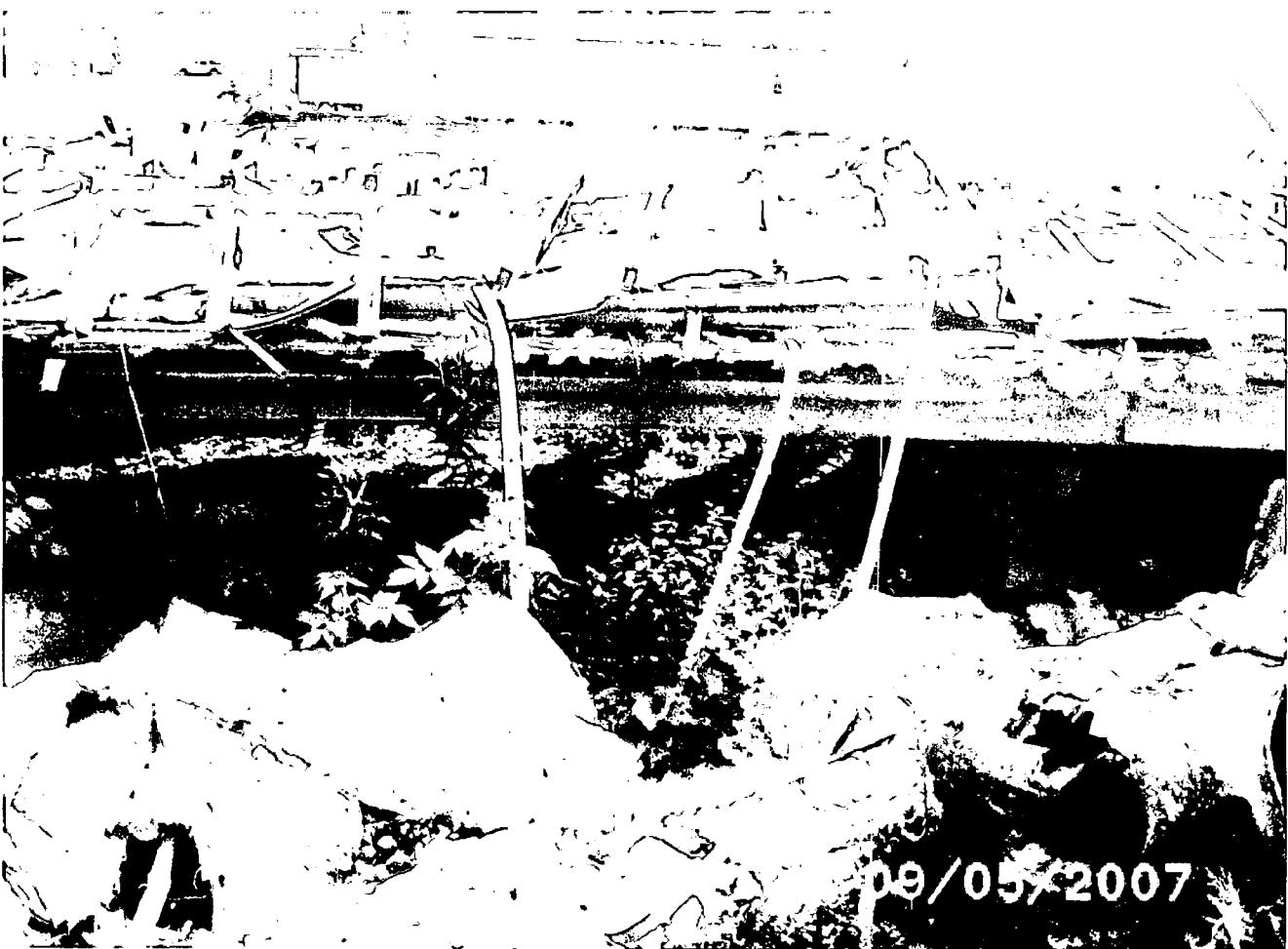
Clean up Including but not limited to:

-Rental of a Tractor or Loader approximately 18 hours @ \$50/hour	\$ 900
-Crew (up to 5) labor and Equipment operator for 3 days	\$1840
-Dump and hauling fees including use of Dump Truck- 5 loads	\$1500
-Top Soil, Grass Seed, and Straw, mowing (May 2008)	<u>\$ 250</u>

TOTAL ESTIMATE: \$4490







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William A. Shaw

Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD) NO. 2007-1503-CD
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,) Type of Pleading:
v.) ACCEPTANCE OF SERVICE
ROBERT and KATHY SCHOENING,) Filed on Behalf of: PLAINTIFFS
Defendants.) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

ACCEPTANCE OF SERVICE

ACCEPTANCE OF SERVICE

I hereby accept service of the Amended Complaint filed relative to the above-captioned action and certify that I am authorized to do so.

Nov 13 2007
Date


George D. Kulakowski
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
CIVIL ACTION - LAW

Myrna Ward and Ronald Ward D/B/A, : No. 07 - 1503 C.D.
Chapman Village, :
Plaintiffs : Type of Pleading:
vs. : ANSWER AND NEW MATTER
Robert and Kathy Schoening, :
Defendants : Filed on Behalf of:
: Defendants
: Counsel of Record for This Party:
: **GEORGE D. KULAKOWSKI, ESQUIRE**
: Supreme Court No.: 35439
: 41 East Main Street
: Sykesville, PA 15865
: (814) 894-5030

FILED
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

Myrna Ward and Ronald Ward D/B/A, : No. 07 - 1503 -C.D.
Chapman Village, :
Plaintiffs :
vs. :
Robert and Kathy Schoening, :
Defendants :
.

ANSWER AND NEW MATTER

AND NOW, comes the Defendants, ROBERT and KATHY SCHOENING, by and through their undersigned Attorney, George D. Kulakowski, Esquire, and files the following Answer and New Matter:

1-4. Admitted.

5. It is denied that the Defendants failed to pay any legally owed rentals for either the storage trailer or the mobile home, and it is herein alleged that all due and owing monies for rent were paid in full.

6. It is admitted that the defendants did vacate the subject premises in September of 2007. The condition of the storage trailer was the sole and complete responsibility of the Plaintiffs, as delineated in the following New Matter.

7. The Defendant's have no knowledge or information as to the allegations contained in this paragraph and they are therefore deemed to be denied and strict proof thereof is demanded at trial.

WHEREFORE, the Defendants demand judgment against the Plaintiffs and demand that their Complaint be dismissed with prejudice.

NEW MATTER

8. Paragraphs 1 through 7 are hereby incorporated by reference as though they were set forth in full.

9. In June of 2007, the Plaintiffs entered into a contract with Christopher Swope whereby Swope would tear down and remove the above referenced storage trailer.

10. In early July of 2007, Mr. Swope began the teardown of the storage trailer but he was prevented from finishing the teardown and removal by William Craig, an authorized agent of the Plaintiffs.

11. Mr. Craig, the authorized agent of the Plaintiffs did force Mr. Swope to vacate the premises and forbade him to return in order to finalize the teardown and removal of the storage trailer.

12. The sole reason that the defendants were not able to remove the storage trailer and clean up any debris was due to the conduct of the Plaintiffs and therefore the Defendants bear no legal responsibility to the Plaintiffs for any damages that they may have sustained.

WHEREFORE, Defendants demand judgment and against the Plaintiffs and demand that the Plaintiffs Complaint be dismissed with prejudice.

Respectfully submitted,



George D. Kulakowski, Esquire
Attorney for Defendants

VERIFICATION

I, Kathy Schoening, verify that the statements made in this Answer and New Matter, are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of **18 Pa. C.S. Section 4904**, relating to Unsworn Falsification to Authorities.

Date:

Dec 12, 2007

Kathy Schoening
Kathy Schoening

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD) NO. 2007-1503-CD
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,) Type of Pleading: PLAINTIFFS' REPLY
v.) TO DEFENDANTS' NEW MATTER
ROBERT and KATHY SCHOENING,)
Defendants.) Filed on Behalf of: PLAINTIFFS
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

PLAINTIFFS' REPLY TO DEFENDANTS' NEW MATTER

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, by and through their attorneys, **BLAKLEY & JONES**, and replies to Defendants' New Matter as follows:

8. Requires no answer.
9. After reasonable investigation, Plaintiffs are without sufficient information to determine the truth or falsity of the allegations contained within paragraph 9 of Defendants' New Matter, and therefore, deny the same, and demand strict proof thereof at trial.
10. It is admitted that in early July, 2007, persons unknown to the Plaintiffs began a dismantling of the Defendants' storage trailer, however, it is denied that William Craig in any manner prevented any persons from finishing the tear down and removal of the storage trailer, and on the contrary, it is averred that those persons who had begun the dismantling of the trailer left the premises after two to three days work, leaving the bulk of the trailer still standing. It is further averred that the Plaintiffs observed Chris Swope merely removing aluminum and other metals from

the Defendants' trailer and did not observe the said Chris Swope in the act of dismantling the storage trailer.

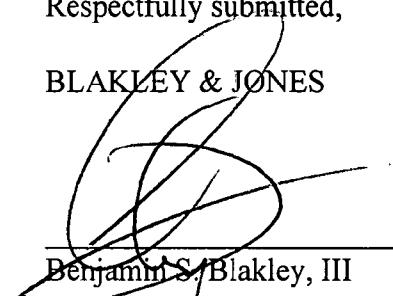
11. Denied, and on the contrary, it is averred that William Craig at any time forbade any persons to finalize the tear down and removal of the Defendants' storage trailer.

12. Denied, and on the contrary, it is averred that no actions of the Plaintiffs prevented the Defendants from removing the storage trailer and cleaning up any debris, and therefore, all legal responsibility for the removal and clean-up of the storage trailer lie with the Defendants.

WHEREFORE, Plaintiffs demand judgment against the Defendants as set forth in their Complaint.

Respectfully submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III

VERIFICATION

We, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Plaintiffs' Reply to Defendants' New Matter are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 1-7-08



MYRNA WARD

Dated: 1-7-08



RONALD WARD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

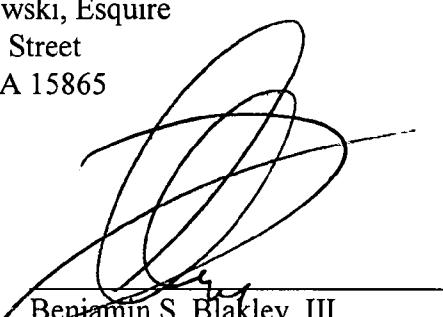
MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
)
v.) NO. 2007-1503-CD
)
ROBERT and KATHY SCHOENING,)
)
Defendants.)

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Reply to Defendants' New Matter in the above-captioned matter on counsel for the Defendants at the following address as shown below by first-class U.S. Mail, postage pre-paid, on the 7th day of January, 2008:

George D. Kulakowski, Esquire
41 E. Main Street
Sykesville, PA 15865

By:


Benjamin S. Blakley, III